PB# 77-48

Frank & Mary Czumak

29-1-27

Czamek & Lat Subdivision 77-48

appropried within of 15/19



Oxford Pendaflex

STOCK No. 753 1/3

MADE IN U.S.A.



Oxford Pendaflex

STOCK No. 7531/3

MADE IN U.S.A.

GENERA	AL RECEIPT "3943
TOWN OF NEW WINDSOR	
555 Union Avenue New Windsor, N. Y. 12550	a Feb 16. 1979
RECEIVED OF 2 umak ((apjechioni) \$100.00
One hundred and	DOLLARS
FOR 4 lot Sub-de	Wesion (Planning Board
DISTRIBUTION: #1/17-2	48 11
FUND CODE AMOUNT	BY Charlotte Marcantonia
100.00	1 leouty
Williamson Law Book Co., Rochester, N. Y. 14609	TITLE

2.	Location Intersection of Toleman Road & Route 207								
3.	Acreage	6.6		Number (of lots	4	5.	Zonef	-1&0.
6.	Nama & ac	dress of s	rbāivi	der Mary	Czumak				-
R	ock Tavern	N. Y. 125	75	The state of the s	SIES CARCINGTON CANADAS SINCE	·	And the second second second	 	
7.	Name & ac	dress of s	ecord (owner of	land F	rank (Mary C	zumak -	**************************************
<u></u>	Rock Ta	vern, N. Y	12575	·····					
8.	Present a	and intende	eszu fi	Present-	Reside	nce &	vacant	land -	~~ ~~,, s
	Proposed- J	esidence a	d 3 bu	ilding lo	ts.				Marie Care
		•	•	· .	•	nce &	vacan	t	t land -

The undersigned applies for subdivision approval of the above described lands under the rules and procedure of the "Land Subdivision Regulations of the Town of New Windsor" as duly authorized by the Town Board of New Windsor, New York. Upon approval of the Preliminary Layout of said subdivision the applicant agrees to install such utilities as are required and to complete the streets as finally approved by the Planning Board or in lieu of this to post a performance bond as set forth and provided in the "Land Subdivision Regulations". Copies of the Preliminary Layout are hereby attached.

Compliance with requirements shall be the sole responsibility of the applicant or his representative and it is suggested a copy of the Subdivision Regulations be obtained to avoid rejection of the plans. Seven (7) copies of the plans are required.

Fees are due and payable upon submission of the preliminary plans. All checks are to be made payable to the Town of New Windsor.

Signature of applicant Many Gumble

December 20, 1977

Jerald Fiedelholtz, Esq. P. 0. Box 4088 2700 Quassaick Avenue New Windsor, New York 12550

re: Czumak - Tower Site Lease

Dear Mr. Fiedelholtz:

Confirming our telephone conversation of this date, Stereo Newburgh, Inc. wishes to exercise its option to purchase the parcel of land now leased for the purchase price of \$1,750.00.

Also, please forward information concerning the additional acreage available.

Very truly yours,

Philip A. Newman

Vice President & Treasurer

PAN:hg

Weened 12/20/28

INTER-OFFICE CORRESPONDENCE

TO:

TOWN PLANNING BOARD

FROM:

ATTORNEY FOR THE TOWN PLANNING BOARD

SUBJECT:

CSUMAK SUBDIVISION

DATE:

December 20, 1978

I have reviewed the documents submitted in connection with the above-referenced subdivision.

It appears that even though the lease on the premises was not recorded in the Orange County Clerk's Office, the lease was nevertheless suitable for recording and should be deemed as a real property.

This would mean that the situation predated the adoption of the town Zoning Law in 1975.

I recommend that the 4 lot subdivision be granted as shown on the subdivision map.

PAC

PAC:pd

•



COUNTY OF ORANGE

Department of Planning

124 MAIN STREET (1887 Building) GOSHEN, NEW YORK 10924 TEL. (914) 294-5151

Peter Garrison, A.I.P., Commissioner

Edwin J. Garling, A.I.P., Deputy Commissioner

January 10, 1978

Mr. Henry VanLeeuwen, Chairman c/o Shirley Hassdentenfel, Secretary Office of the Planning Board Town of New Windsor 555 Union Avenue New Windsor, New York 12550

Re: Subdivision - Czumak

Route 207 and Toleman Road

Dear Mr. Van Leeuwen:

We have received the above in accordance with the provisions of Section 239, 1 and n, Article 12-B of the General Municipal Law of the State of New York

We have no objection to the subdivision. The matter is hereby returned for final local determination by the Planning Board.

Very truly yours,

Peter Garrison

Commissioner of Planning

PG:jb

Jerald Fiedelholtz, P.C.

ATTORNEY AND COUNSELLOR AT LAW

JERALD FIEDELHOLTZ

ALLAN KUSLANSKY

received 12/13/18 Glanning Brand

POST OFFICE BOX 4088
270 QUASSAICK AVENUE
Now Windon, Now York 12550

(914) 562-4630

December 13, 1978

Paul Capicchioni Real Estate 316 Blooming Grove Turnpike New Windsor, N. Y. 12550

Re: Czumak Sub-Division

Dear Paul:

Enclosed herewith please find a check in the amount of \$1,200.00, which you will present to the New Windsor Planning Board for the sub-division fee for Mary Czumak.

Very truly yours,

JERALD FIEDELHOLTZ

JF:mw Enc.

Rec. Supr. 1/1. 2/28/79

MEMO

FROM: NEW WINDSOR PLANNING BOARD

SUPERVISOR PETRO & MEMBERS OF THE TOWN BOARD

DATE: FEBRUARY 20, 1979

RE: CZUMAK SUBDIVISION - LOCATED ON TOLEMAN ROAD

At the February 14, 1979 meeting of the Planning Board Mary Czumak Subdivision was approved and fees collected. (fee: \$100.00 Subdivision fee and \$1,000 Recreation fee.

The following motion was made:

Motion by Mr. Infante seconded by Mr. Jones that the Planning Board of the Town of New Windsor recommend to the Town Board that the Town re-inburse Mrs. Czumak for one (1) lot (\$250.00) recreation fee. This is the lot she resides on.

Roll call Jones-yes Infante - yes

McCabe - yes

Motion carried - 4 ayes, 1 nay.

Cimorelli - no Spignardo - yes

Yours truly,

Chairman

RE: CORRESPONDENCE RECEIVED FROM PLANNING BOARD

Hearing no objection, the Town Board of the Town of New Windsor receive and file memorandum from the Chairman of the N.W. Planning Board regarding reimbursement of fees to Mrs. Czumak, Toleman Road, Subdivision.

31/19 allering alleri

1123 - Contract for Property

This Agreement,

Made and dated this

day of June,

in the year One thousand nine hundred and seventy-eight,

BETWEEN MARY CZUMAK, residing at Route 207, Town of New Windsor, County of Orange, State of New York;

hereinafter described as the seller, and LEROY H. LEWIS, residing at Orrs Mills Road, Salisbury Mills, New York

hereinafter described as the purchaser,

WITNESSETH:

THAT the seller agrees to sell and convey, and the purchaser agrees to purchase:

ALL that tract or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly line of the existing Toleman Road, said point being N20°-00'-00"E 15.15 feet from the division line between the lands now or formerly of Illger (reputed owner) on the southwest and the lands formerly of Czumak (reputed owner) on the northeast (said lands being transferred to Stereo Newburgh, Inc.); thence, from said point of beginning and along the last said lands, N61 -54'-20" W 177.49 feet to a point on the division line between the lands transferred to Stereo Newburgh Inc. (reputed owner) on the northwest and the parcel herein described on the southeast; thence, along the last mentioned division line and thence through the lands of the grantor herein, N27°-43'-40" E 253.00 feet to a point; thence, continuing through the lands of the grantor herein, S79°-00'-15" E 143.47 feet to a point on the westerly line of the aforementioned Toleman Road; thence, along the last mentioned line, S20°-00'-00" W 298.15 feet to the place of beginning, containing 43,575 square feet more or less.

a portion of BEING/THE SAME premises conveyed by Frank Czumak to Frank Czumak and Mary Czumak by deed dated November 25, 1959, and recorded in the Orange County Clerk's Office on November 27, 1959, in Liber 1531 of Deeds at Page 108, Frank Czumak having died a resident of Orange County on the 19th day of January, 1972, leaving Mary Czumak as his surviving spouse.

The price is

payable as follows:

21

Dollars

by purchaser assuming and taking title subject to a

mortgage in that amount,

now a lien on said premises, bearing interest at the tate of

. per centum per annum, payable -

by the purchaser or assigns executing, acknowledging and delivering to the seller

Dollars

bond in

that amount, secured by a purchase money

mortgage in the same amount on the

above premises, bearing interest at the rate of

per centum per annum, payable

This contract is subject to final approval of the Town of New Windsor planning board approval, which has been received informally subject to seller supplying legal documents to satisfy Town requirements. If such final approval is not obtained, this contract will be null and void and of no effect and all deposits shall be returned with no liability either party to the other,

The deed shall be delivered upon the receipt of said payments, at the office of

at o'clock in the noon, on or about July 1, 1978.

The deed shall be the usual Bargain and Sale With Covenants Against deed

Jerald Fiedelholtz, P. C., 270 Quassaick Ave., New Windsor, N. Y. 12550

Grantor in proper statutory short form for record, and shall contain the clause specified in Sub-division 5 of Section 13 of the Lien-Law. It shall be duly executed and acknowledged by the seller, at the seller's expense, so as to convey to the purchaser the fee simple of said premises, free of all encumbrances, except as herein stated.

If a purchase money mortgage is to be given in this transaction, it shall be drawn by the attorney for the seller and the recording fees and mortgage tax, the cost of the United States Internal Revenue stamps, if any, and the charge for drawing the Bond and Mortgage shall be paid by the purchaser.

All buildings on the premises are represented as owned by the seller and are included in the sale.

All plumbing, heating, lighting fixtures (except portable lamps and stoves), shades, screens, blinds awnings, shrubbery and plants are also included in the sale.

Rents, taxes, water rates, interest on mortgages and the insurance premiums, if any, are to happortioned.

If there he a water meter on the premises, the seller shall furnish a reading to a date not more that thirty days prior to the time herein set for closing title, and the unfixed meter charge for the intervening time shall be apportioned on the basis of such last meter reading.

All sums paid on account of this contract, and the reasonable expense of the examination of the title to said premises, are hereby made liens thereon, but such liens shall not continue after default by the purchaser under this contract.

The risk of loss or damage to said premises by fire until the delivery of the deed, is assumed by the seller.

The premises above described are sold subject to building and zoning ordinances and restrictions of record, if any.

The stipulations herein are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

The seller agrees that Paul P. Capicchioni Real Estate brought about this sale and agrees to pay the broker's commission of

10%

Dollars therefor.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals (or caused these presents to be subscribed by a duly authorized officer and its corporate seal affixed) the day and year first above written.

'IN	PRESENCE OF	F'

Mary Czumak	
	L.S.
Leroy N. Lew	L.S.
7,020y 11, 12011	L.S.
	7.0

STATE	OF	
COUNT	YO	F

Ss..

On the

day of

, nineteen hundred and

before me came

to me known and known to me to be the individual—described in, and who executed, the foregoing instrument, and acknowledged to me that—he—executed the same.

STATE OF COUNTY OF

{ } ss.∶

On the

day of

, ninewen hundred and

before me came

to me known, who,

being by me duly sworn, did depose and say that he resides at No.

that he is the

of

the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of of said corporation; and that he signed home name thereto by like order.

AT THE CLOSING OF THIS TITLE THE SELLER

Should produce all insurance policies, and duplicates, if the same are in his possession, or a memorandum thereof, if held by others; also produce the tax and water receipts of the current year and any leases, deeds, or agreements.

If water meter is on premises, it should be read and bill therefore produced.

If there is a mortgage on the premises to be conveyed, the receipts should be produced showing to what date the interest has been paid, and if the principal has been reduced, showing that fact.

THE PURCHASER

Should be prepared with money or a certified check drawn to his own order. The check may be certified for an approximate amount and money may be provided for the balance of the settlement.

OMUTE AUT	to	61
FOR		Daied, Title to Close

ASSIGNMENT OF LEASE

AGREEMENT made this (No) day of April, 1973, by and between NELSON BROADCASTING COMPANY, INC., as successor in interest to Donald P. Nelson and Wilbur E. Nelson d/b/a Nelson Broadcasting Company, hereinafter referred to as "Assignor", and STEREO NEVBURGH, INC., hereinafter referred to as "Assignee"

The Assignor in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration paid by the Assignee, hereby assigns unto the Assignee a certain lease made by Frank and Mary Czumak to Donald P. Nelson and Wilbur E. Nelson d/b/a Nelson Broadcasting Company, dated March, 1966, commencing March 22, 1966 and expiring March 21, 1976, covering the premises known as the radio transmitter site, being a lot situate in the Town of New Windsor, Orange County, New York, and being 203 feet aquare along the south and west lives of

the lands of the Lessor as described in a deed of Arthur John Smith and Marion J. Smith to Frank Czumak, dated December 15, 1957 and recorded on September 27, 1957 in Liber 1440 of Deeds at Page 565, together with the appurtenences thereon.

To have and to hold the same unto the Assignce, its successors and assigns from the 2nd day of April, 1973 for the rest of the term mentioned in said lease subject to the terms, covenants, conditions and provisos therein also mentioned.

The Assignor represents and warrants that: It is not in default in any respect in the terms and provisions of said lease; the lease is in full force and effect pursuant to the terms thereof; and the Assignor has paid all rent and other charges required by the lease through March 31, 1973.

RIDER
WEINER
& LOEB, P.C.
ATTORNEYS AT LAW
NEWBURGH, N. Y.

The Assignor covenants that the Assignee shall have the right to possession of the premises described in the lease during the term provided therein so long as it is not in default in any of the obligations to be performed on the part of the tenant under the lease.

The Assignee hereby assumes the performance of all the terms, covenants and conditions of said lease on the part of flow of the Lessee to be performed, and agrees to pay the rent on the next rent day, and thereafter to perform all the said terms, covenants and conditions and to indemnify the Lessor for any damage arising out of any default on the part of the Assignor to pay said rent or to perform the said covenants, terms and conditions.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this agreement on the day and year first above written.

NELSON BROADCASTING COMPANY, INC.

By: A Janual Milaco

STEREO NEWBURGH, INC.

By: M. Macke (00)

RIDER

WEINER
& LOEB, P.C.
ATTORNEYS AT LAW
NEWBURGH, N. Y.

NELSON BROADCASTING COMPANY, P.O. Box J

In accordance with the lease requirement for written consent to assign the lease to a new owner,

I, Mary Czumak, hereby give my permission to Helson Broadcasting Company. Inc. to assign without changes, the lease which is presently in effect for the operation of Radlo Station WENT on a portion of my property to Stereo Herburgh Inc. who will be the new owners when the sale of WMAN is authorized by the Federal Communications Commission.

IMRY, OZUHAK DATE

FOR WELSON BROADCASTING COMPANY, DALE

THIS AGREETENT made the _____ day of October, 1963,
between FRANK CZUNAK and MARI CZUNAK, each residing on Route
207, (no street number), in the Town of New Windsor, County
of Orange, State of New York, hereinafter called the Lessors,
and DONALD P. NELSON, residing at 603 Thurnau Drive, River
Vale, Westwood, New Jersey, and WILBUR E. NELSON, residing
at 655 Russell Snow Drive, River Vale, Westwood, New Jersey,
doing business under the firm name and style NELSON BROAD—
CASTIEG COLFANY, hereinafter called the Lessees.

WITESSETH, that the lessors have agreed to let and hereby do let to the lessees and the said lessees have agreed to take from the lessors the following described parcel of real property:

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of New Windsor, Orange County, New York, being a plot 208 feet square along the south line and the west line of the lands of the lessors as described in deed Arthur John Smith and Marion J. Smith, his wife, to Frank Czumak, dated September 16, 1957, recorded September 27, 1957 in Orange County Clerk's Office in Liber 1440 of Deeds at page 565.

TOGETHER with a right of way 15 feet in width along the south line of the lands of the lessors as shown on Survey Map, made by H. C. Carpenter, Engineer, dated March 8, 1932, entitled "Tenant House Lot for Thomas Pendell", for purposes of ingress and egress to the above described plot with permission to install electric and telephone service along said right of way to said parcel.

The said leasehold term to be for 10 years, to commence on the day the Federal Communications Commission shall grant authority to the NELSON BROADCASTING COMPANY to construct and operate a radio transmitting station on said premises.

And the lessees hereby covenant and agree to pay to the

term on the same terms and conditions, except that the monthly rent shall be FORTY-FIVE DOLLARS (\$45.00) per month, and grant the option for the lessees to purchase said premises with the above right of way continuance at any time during the leasehold term for ONE THOUSAND SEVER HUHDRED FIFTY DOLLARS (\$1,750.00).

3. Permit the lessees to remove any improvements constructed upon said premises at the expiration of this leasehold, provided the premises are returned to their original state and condition.

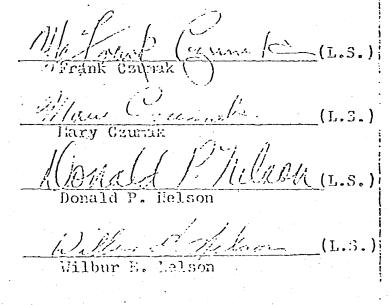
It is mutually understood and agreed that this lease-hold agreement is wholly contingent upon the issuance of a license by the Federal Communications Commission for a radio transmission station with approval of the Federal Aviation Agency, otherwise this agreement shall be null and void.

It is further understood and agreed that said premises shall be used for radio transmission purposes only and that no personnel shall be engaged on said premises, except for maintenance and repair purposes.

It is further understood and agreed that this lease-

It is further understood and agreed that this leasehold agreement and option agreement may not be sub-let or assigned without the written consents of the lessors.

IN WITHESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.



lessors the monthly rent or sum of THIRTY-FIVE DOLLARS (\$35.00) payable on the first day of each month of said term, and to quit and surrender the premises at the expiration date in as good state and condition as at the commencement of said term unless the option hereinafter mentioned shall have been exercised.

It is covenanted and agreed that the lessees shall:

- 1. Construct and maintain a wire fence, with locked gate, enclosing the building and tower erected on the said premises.
- 2. Save harmless the lessors from any and all liability for the maintenance and operation of said radio transmission station and tower by providing adequate liability coverage thereon.

- 3. Assume and pay any additional realty taxes levied and assessed upon the real property of the lessors, levied and assessed as a result of improvements erected upon the leasehold premises.
- 4. Be solely responsible for any cost and expense to install and maintain said right of way, with the privilege of the lessors to use the same for access to their adjoining property during the term of this lease and thereafter if the option to purchase, hereinafter set forth, should be exercised by the lessees.
- 5. On the installation of electric and telephone service poles, no climbing spikes shall be within six feet of the ground.
- It is covenanted and agreed that the lessers shall:

 1. Permit the construction of a concrete block building on said leasehold premises for the housing and operation of radio transmission equipment, with a radio tower approximately 250 feet in height.
 - 2. Renew said leasehold for an additional ten year

THIS AGREE ENT made the _____ day of October, 1963, between FRANK CZUMAK and MARY CZUMAK, each residing on Route 207, (no street number), in the Town of New Vindsor, County of Orange, State of New York, hereinafter called the Lessors, and DOMALD P. MELSON, residing at 603 Thurnau Drive, River Vale, Vestwood, New Jersey, and WILBUR E. NELSON, residing at 655 Russell Snow Drive, River Vale, Westwood, New Jersey, doing business under the firm name and style MELSON BROAD-CASTING COMMANY, hereinafter called the Lessees.

WITHESETH, that the lessors have agreed to let and hereby do let to the lessees and the said lessees have agreed to take from the lessors the following described parcel of real property:

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The said leasehold term to be for 10 years, to commence on the day the Federal Communications Commission shall grant authority to the MELSON BROADCASTING COMPANY to construct and operate a radio transmitting station on said premises.

And the lessees hereby covenant and agree to pay to the

lessors the monthly rent or sum of THIRTY-FIVE DOLLARS
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date in as good state and condition as at the commencement
of said term unless the option hereinafter mentioned shall
have been exercised.

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3. Assume and pay any additional realty taxes levied and assessed upon the real property of the lessors, levied and assessed as a result of improvements erected upon the leasehold premises.

- 4. Be solely responsible for any cost and expense to install and maintain said right of way, with the privilege of the lessors to use the same for access to their adjoining property during the term of this lease and thereafter if the option to purchase, hereinafter set forth, should be exercised by the lessees.
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 1. Permit the construction of a concrete block building on said leasehold premises for the housing and operation of radio transmission equipment, with a radio tower

approximately 250 feet in height.

2. Renew said leasehold for an additional ten year

term on the same terms and conditions, except that the monthly rent shall be FORTY-FIVE DOLLARS (345.00) per month, and grant the option for the lessees to purchase said premises with the above right of way continuance at any time during the leasehold term for ONE THOUSAND SEVEN HUNDRED FIFTY

3. Permit the lessees to remove any improvements constructed upon said premises at the expiration of this leasehold, provided the premises are returned to their original state and condition.

DOLLARS (\$1,750.00).

It is mutually understood and agreed that this lease-hold agreement is wholly contingent upon the issuance of a license by the Federal Communications Commission for a radio transmission station with approval of the Federal Aviation Agency, otherwise this agreement shall be null and void.

It is further understood and agreed that said premises shall be used for radio transmission purposes only and that no personnel shall be engaged on said premises, except for maintenance and repair purposes.

It is further understood and agreed that this leasehold agreement and option agreement may not be sub-let or assigned without the written consents of the lessors.

IN WITHISS UNFREOF, the parties hereto have set their hands and seals the day and year first above written.

Mary Czumak (L.S.)

Mary Czumak

Monald Millau (L.S.)

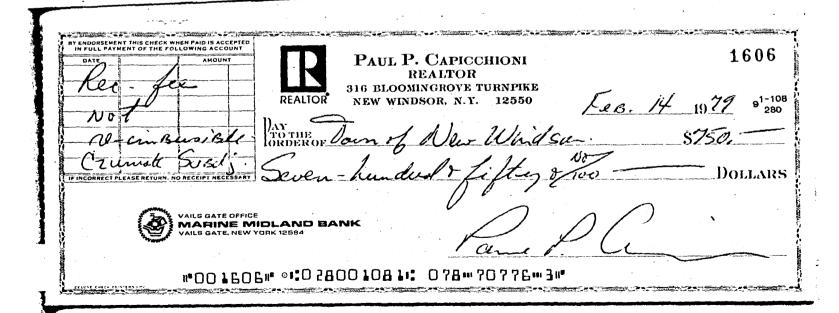
Donald P. Kelson

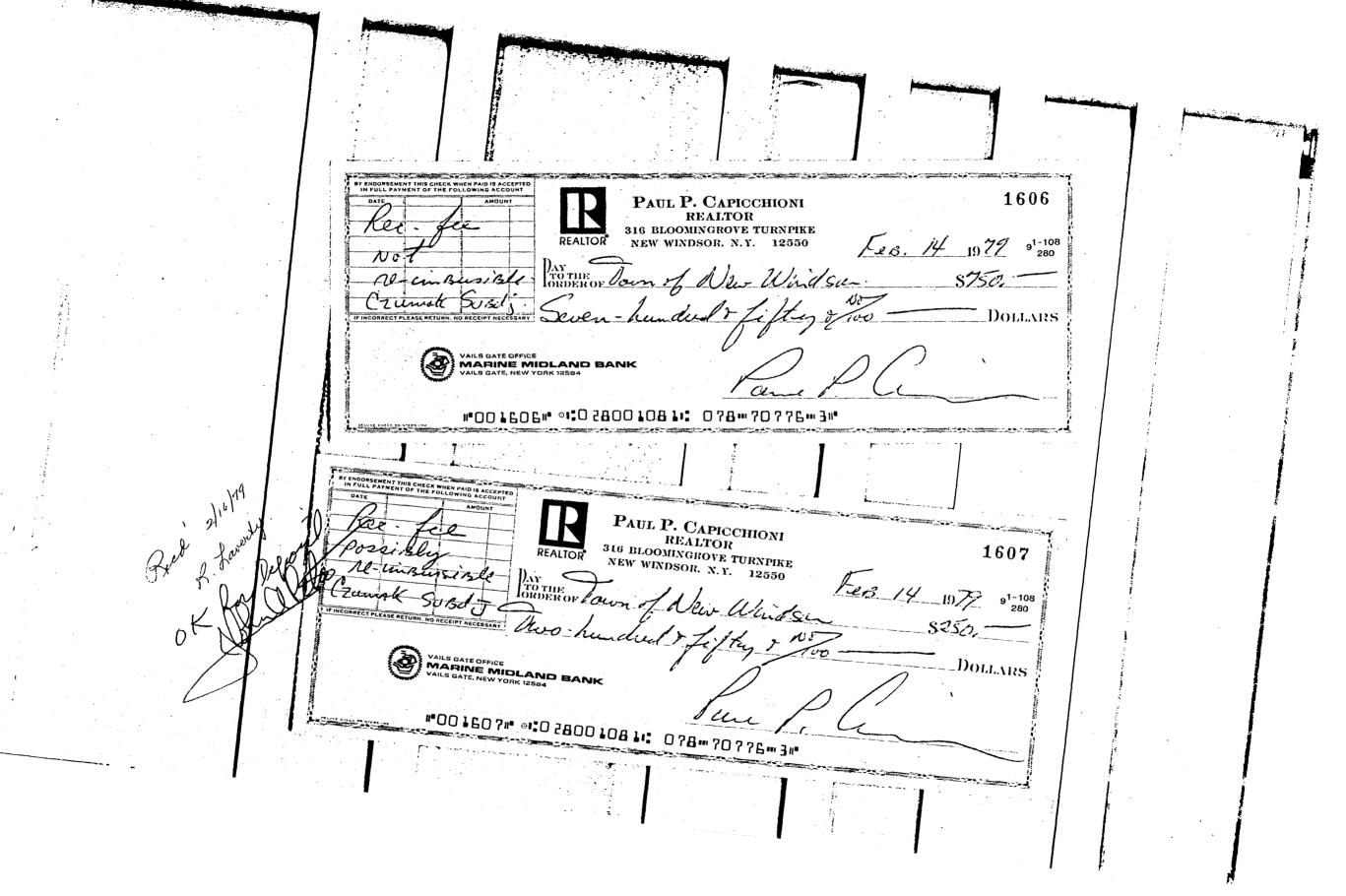
Wilbur E. Nelson

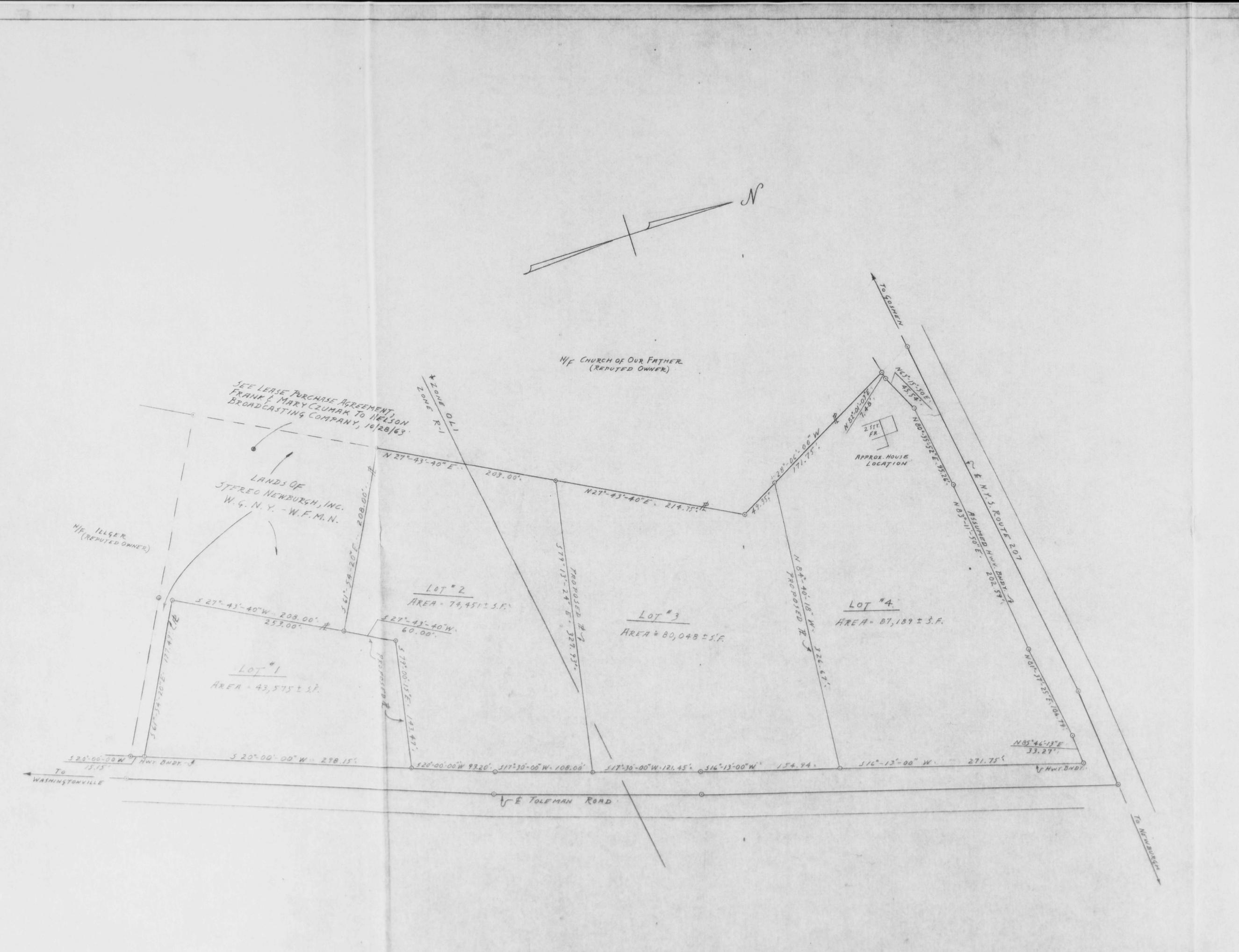
(L.S.)

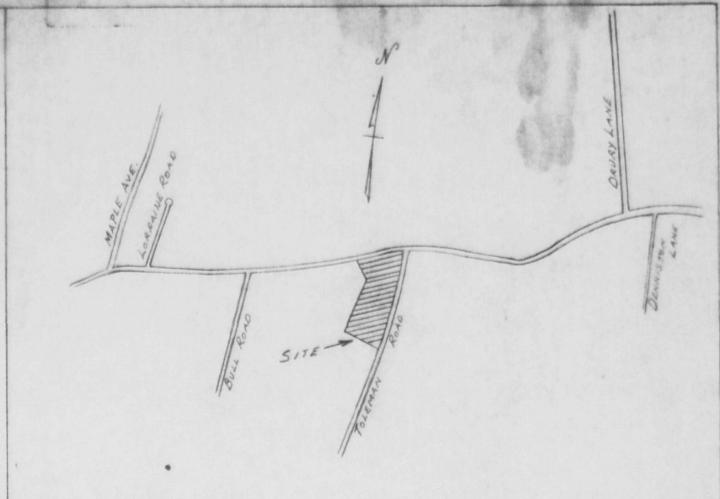
mr Thompson

DATE AMOUNT PAUL P. CAPICCHIONI REALTOR	1607
Possibly REALIOR NEW WINDSOR, N.Y. 12550 Les Order of New Windson Order of New Windson Order of New Windson Order of New Windson	1977 9 ¹⁻¹⁰⁸ 8250
FINCORPECT PLEASE NETURN NO RECEIPT NECESSARY DEO hundred & fifty & 100 -	Dollars
VAILS GATE OFFICE MARINE MIDLAND BANK VAILS GATE, NEW YORK 12584 ULL ULL ULL ULL ULL ULL ULL U	
"OO1607" ∘"1028001081: 078 m70776 m31"	









LOCATION MAD

ZONING REGULATIONS TN. OF NEW WINDSOR ZONEO RIE OLI

*R-1 * 04.1. *80,000 SE. *43,560 FT. LOT AREA LOT WIOTH 200 FT. 125 FT. FRONT YARD 45 FT. 100 FT. ONE SIDE YO 50 FT. 20 FT BOTH SIDE YOS. 40. FT. 110 FT. REAR YO 30 FT. 50 FT.

SUBJECT PARCEL TAX MAPINED. TN OF NEW WINDSOR SECTION 29 - BLOCK "1 - LOT "ZT

SUBJECT PARCEL DEED INFO. LIBER 1531 - PAGE 108

PROPOSED SUBDIVISION FRANK & MARY CZUMAK

TOLEMANRD & RT. 207 TN OF NEW WINDSOR ORANGE CO.



PREPARED BY:

VINCENT J. DOGE

P.L.S. 044604

DARAN PARK, NEWBURGH, N.Y.

BY: WM J. BERGSTROM, SR.

DATE: 11/17/77 SCALE: 1"= 50'

REVISED: 3-15-78 5-8-78 5-25-78